



Fort Smith Transit Department
P.O. Box 1908
6821 Jenny Lind Road
Fort Smith, AR 72902-1908

REQUEST FOR PROPOSAL
Multi-Bus Security Camera System
Install and Equip 16 Buses & Provide Equipment for 4 Contingency Buses
Option to acquire equipment for two (2) additional buses/units
within one (1) year of completion

Date RFP issued: March 11, 2019
RFP Closing Date: April 11, 2019 @ 5:00 p.m.

| | |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company: _____ | Name: _____ |
| Federal Tax I.D. No.: _____ | Signature: _____ |
| Street Address: _____ | Title: _____ |
| City: _____ | Date: _____ |
| State: _____ | <i>Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i> |
| Telephone No.: _____ | |
| E-Mail: _____ | |

FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:

1. Quote must be submitted on this document.
2. All information must be complete
3. This cover page must be signed with an original signature.
4. Quote must be submitted before the quote closing date and time to be considered.
5. No formal bid opening is planned; however, response quotes will be shared following staff review.

For Further Information Concerning this RFP Please Contact:
Mike Irwin, Transit Driver Leadperson
Or
Ken Savage, Transit Director
(479) 783-6464
transit@fortsmithar.gov

I. PURPOSE

The intent of this Request for Proposal (“RFP”) is to obtain firm fixed price proposals for the procurement of a complete bus security camera system from a vendor specializing in the sale and service of security equipment. **This RFP is for removing the existing security cameras in sixteen (16) buses as well as equipping and installing sixteen (16) buses/units as well as provide equipment only for four (4) contingency buses/units to be installed by transit staff at a later date. This proposal also includes an option to purchase equipment for two (2) additional buses/units within one (1) year.**

II. BACKGROUND INFORMATION

The City of Fort Smith Transit Department (“Department”) currently serves a 72 square mile area with six (6) fixed routes and maintains roughly 500 bus stops total. The Department also provides demand response service using three (3) buses and operates a shuttle in the downtown corridor. The buses are currently equipped with security camera systems and the Department is looking to upgrade an older system. Some of the current challenges include obstacles with downloading data in a timely fashion as well as the lack of spare hard drives as incidents are being investigated. There is an occasional need to look at data as far back as two weeks for incidents not reported sooner. The more minor issues involve the transfer of time sensitive data for shared viewing via email. The Department desires to seek a bus security camera system that would mitigate the issues listed above.

III. SCOPE OF SERVICES

General Requirements and Minimum Specifications

Firms shall submit sufficient information to allow the City to evaluate and select an adequate bus security camera system that meets the department needs. It is anticipated that the system presented will include information at a minimum (but not limited to) to include cameras, hard drives, cabling and all required accessories/hardware and software for installation and viewing. Components must be durable and resistant to vibration and exposure to extreme temperature and climate variations. Manufacturers paperwork and any associated instructions shall be supplied with the purchase.

Optional purchase of existing AngelTrax security camera system. There are fifteen (15) buses that have video players and cameras inside each bus. The department also has approximately 20 hard drives. If you opt to purchase the old systems please contact Jeff Turrentine or Mike Irwin to view buses and discuss existing inventory.

All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All bidders must be able to provide bus security camera systems with the following minimum specifications:

- **14 Units (12 Installed / 2 Spare Systems) with each unit having:**
 - **6 channel DVR, 1080p (or equivalent) capable**
 - **Minimum hard drive for each bus must have a recording retention of one week**
 - **6 interior cameras, all 1080p (or equivalent):**
 - **1 - 4mm camera (or equivalent) mounted facing curbside**
 - **1 - 4mm (or equivalent) dash mounted facing out windshield**
 - **1 - 2.5-4mm (or equivalent) rear view**

- **1 - 4mm (or equivalent) over driver's shoulder facing step well**
- **2 - 2.5mm (or equivalent) staggered left to right**
- **6 Units (4 Installed / 2 Spare Systems) with each unit having:**
 - **4 channel DVR, 720p minimum capable**
 - **4 interior cameras, 720p minimum:**
 - **1 - 4mm dash mounted facing out windshield**
 - **1 - 2.5-4mm rear view**
 - **2 - 2.5mm staggered left to right**
- **All units must have Wi-Fi network access with wireless download capability.**
- **Please include a spare parts list for both types of spare systems.**
- **Please list any annual service fees associated with the repair and maintenance of the system(s).**
- **Buses are available for viewing by contacting the Mike Irwin or Ken Savage at the Transit Department at 783-6464 for an appointment.**

IV. STANDARDS

All products shall conform to the requirements of the high definition surveillance systems.

V. WARRANTIES

Manufacturer warrants that the video surveillance system shall be free from defect in parts and manufacture for a period of five years. Manufacturer shall maintain inventory of replacement parts for ten years after delivery of the systems.

VI. REFERENCED MANUFACTURER/MATERIALS

The name of a certain brand, make or manufacturer in this document does not restrict proposals to the specific brand, manufacturer named; rather, it conveys the general style, type, character, and quality of the system desired. Proposals on brands of like nature and quality will be considered. Proposals shall show manufacturer brand or trade name, catalog number, etc. of the item(s) offered. The burden of proof as to the quality and suitability of an alternate brand shall be upon the firm proposing and it shall furnish information necessary for such determination and as required by the City at no cost to the City. The City shall be the sole judge as to the quality and suitability of the alternate brand.

VII. EVALUATION OF PROPOSALS: SELECTION FACTORS

Fort Smith's purchasing policies require three (3) quotes for video surveillance equipment acquisition considering the quantity outlined in this document and estimated price based on a cost price analysis. The criteria set forth below will also be considered.

The City will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The firms submitting proposals shall include with that proposal statements on the following:

A. Stability and experience of the company and the product:

1. How long has your company been in business?
2. All bidders shall include, with their proposals, a list of at least three (3) current references from transit organizations for whom bus security camera systems have been provided.

B. Delivery Timeframe:

1. What is the delivery timeframe for the product to be received from receipt of the City's purchase order?

C. Meets the specifications requested:

1. Define how your product meets or exceeds the specifications that have been listed above.
2. List in detail any deviations from the requested specifications.
3. Cost of services; (i.e., price proposal)
4. Please provide the firm fixed prices on the product or products and options being requested.

D. Purchase of Existing System:

1. Offer (\$)

VIII. Federal Transit Administration (FTA) Required Clauses

This procurement is being funded, in whole or in part, with federal funds through Federal Transit Administration (FTA). As consequence of that funding, the attached FTA mandated provisions are included in this proposal for your review and signature.

IX. ADDENDUM AND SUPPLEMENT TO Specifications

Fort Smith Transit will provide additional information to all associated firms if modifications or design changes are discovered during the solicitation process for receiving quotes.

X. OTHER

- Each firm shall submit their proposal to the City of Fort Smith Transit Department as indicated on the cover sheet of this document. The proposal shall be clearly marked.
- All bidders shall include, with their proposals, a list of at least three (3) current references from Transit Organizations for whom comparable work has been performed. This list shall include company name, person to contact, email, address and telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive.
- LATE proposals will not be considered.
- The City reserves the right to accept or reject all or any part of any proposal, waive formalities and award the contract to best serve in the interest of the City.

**SECURITY CAMERA SYSTEM
CITY OF FORT SMITH**

THE FIRM OF: _____

Address: _____

Hereby agrees to provide the requested Security Camera System as defined in this document for a firm fixed price to be held for the contract term. Please do not include taxes in your bid.

Cost Per Unit – 6 Channel
DVR \$ _____

\$ _____

Cost Per Unit – 4 Channel
DVR

Installation \$ _____

Service Cost per Hour for
Future Service \$ _____

Additional Cost (List) \$ _____

Total Cost \$ _____

Tax \$ _____

Optional Purchase of Existing System \$ _____

SPECIAL FTA CONDITIONS BUS SECURITY CAMERA SYSTEM(S)

The Following conditions or Federal Clauses are hereby incorporated into this agreement.

FEDERAL (FTA) CLAUSES:

Energy Conservation: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records and Reports: The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Federal Government Obligation to Third Parties: Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

Program Fraud and False or Fraudulent Statements and Related Acts:

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the

Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Civil Rights: The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises (DBE): The contract shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City of Fort Smith deems appropriate.

Incorporation of Federal Transit Administration Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fort Smith requests which would cause the City of Fort Smith to be in violation of the FTA terms and conditions.

Debarment and Suspension: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by bidder. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to bidder, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Termination Provisions: Fort Smith Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its

termination claim to Fort Smith Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to Fort Smith Transit, the Contractor will account for the same, and dispose of it in the manner Fort Smith Transit directs.

Fly America Requirements The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Cargo Preference - Use of United States-Flag Vessels The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

I hereby certify that I understand and will comply with the above FTA and City of Fort Smith requirements as it relates to the purchase of bus security camera system(s).

VENDOR/CONTRACTOR

DATE